

D. Ensure that IOC teams obtain and maintain individual recipient profiles or assessment findings for each Medicaid applicant or recipient observed and medically reviewed during the IOC and to provide such documentation or evidence when requested by federal and/or state validators.

E. Respond, as necessary, to HHS regarding inquiries relating to inspection of care.

F. Ensure that each IOC team is appropriately composed.

G. Ensure that each MI and MR-DD nursing facility resident is reviewed during the annual facility survey and an assessment made regarding his MI or MR-DD status and his need for an MI/MR-DD evaluation.

H. Refer to district HRS CARES staff or MHAT staff, as age appropriate, each MI or MR-DD nursing facility resident who is identified through a Mini-Gates assessment as needing an evaluation of the MI or MR-DD status and a determination of the need for specialized services or alternative placement.

I. Ensure that each Medicaid nursing facility resident who appears to no longer require the level of services provided by a nursing facility is referred to district HRS CARES or MHAT staff, as age appropriate, for a final continued placement determination.

J. Ensure that each facility has implemented the initial and annual resident review and that each facility is using the Minimum Data Set for review purposes.

K. Ensure agency representation at any administrative or legal proceeding regarding any information provided or action taken by AHCA staff which denies continued placement in an institutional care facility or renders the facility unable to provide the level of services required by the individual.

L. Monitor the accuracy and timeliness of functions performed by the survey teams in accordance with the provisions of this agreement.

#### **VIII. Exchange of Information**

Exchange of information between the programs, at the local and program office level, will be effected through an established referral procedure, through joint consultation, through exchange of reports and pertinent correspondence, and forms devised for the purposes of exchange of specific information.

## **IX. Funding**

A. Funding shall be earned by each HRS program and AHCA through Title XIX program based on the performance of functions as required in this agreement by staff of the respective office.

B. Allowable costs for HRS program office or district staff and AHCA may be charged directly or allocated to Medicaid based on the actual percentages of time spent performing activities applicable to this agreement in accordance with the HCFA approved cost allocation plan. Additionally, costs for physician consultant services may be charged directly to the Medicaid program.

C. Each HRS program office and AHCA is responsible for management of its Title XIX budget, ensuring that all funds are spent properly, accounted for, and budget information is available for review.

D. Each applicable HRS office and AHCA is responsible for funding any disallowances from HCFA related to its respective responsibilities.

## **X. Amendments**

A. Amendments to this agreement shall be valid only when reduced to writing and duly signed.

B. Any party to this agreement may propose an amendment to any provision of the agreement and shall give all parties the opportunity to assess the impact of any proposed amendments. Any section of this agreement may be amended at any time with the agreement of all parties impacted by the provisions that are amended.

## **XI. Termination.**

This agreement may be terminated by any party upon no less than 90 days written notice to all parties, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

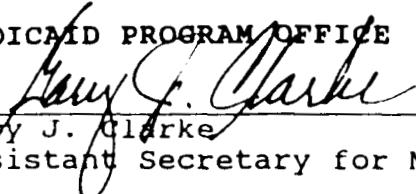
## **XII. Effective Period of Agreement**

This agreement by and between the above specified HRS program offices and AHCA will be effective on January 1, 1993, and shall continue in full force and effect until June 30, 1993.

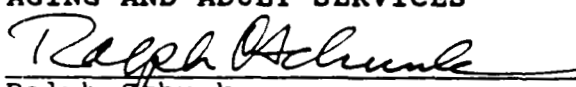
The parties hereto have caused this agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA  
DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES

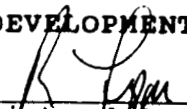
MEDICAID PROGRAM OFFICE

  
\_\_\_\_\_  
Gary J. Clarke  
Assistant Secretary for Medicaid

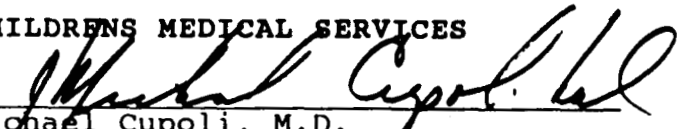
AGING AND ADULT SERVICES

  
\_\_\_\_\_  
Ralph Schunk  
Acting Assistant Secretary for Aging and Adult Services

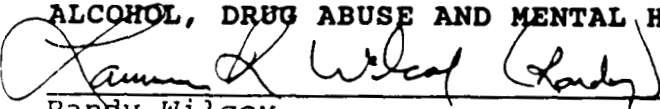
DEVELOPMENTAL SERVICES

  
\_\_\_\_\_  
Richard Lepore  
Assistant Secretary for Developmental Services

CHILDRENS MEDICAL SERVICES

  
\_\_\_\_\_  
Michael Cupoli, M.D.  
Assistant Secretary for Childrens Medical Services

ALCOHOL, DRUG ABUSE AND MENTAL HEALTH SERVICES

  
\_\_\_\_\_  
Randy Wilcox  
Acting Assistant Secretary for  
Alcohol, Drug Abuse and Mental Health Services

STATE OF FLORIDA  
AGENCY FOR HEALTH CARE ADMINISTRATION

  
\_\_\_\_\_  
Douglas M. Cook, Director

Fla.  
4/16-A

Memorandum of Understanding Between the Offices of  
Child Support Enforcement  
Financial Management  
Economic Services  
Children, Youth and Families  
Deputy Assistant Secretary for Medicaid  
Pursuant to Section 1912 of the Social Security Act

WHEREAS Section 1912 of the Social Security Act was amended effective October 1984 to mandate that the Medicaid and Child Support Enforcement agencies enter into cooperative arrangements to enforce and collect medical support on behalf of Medicaid recipients who are also receiving cash assistance under Title IV-A or IV-E of the Act and; WHEREAS Section 1912 of the Social Security Act was further amended effective October 1985 to mandate that the Medicaid agency enter into cooperative arrangements to enforce and collect medical support on behalf of Medicaid recipients who are not receiving cash assistance under Title IV-A or IV-E of the Act, it is mutually agreed as follows:

1. That any new court orders entered by the Office of Child Support Enforcement field staff against absent parents or orders referred for court action will include wording to the following effect: "The absent parent shall subscribe to any health insurance for his children included in a public assistance family when such health insurance is available at a reasonable cost. For purposes of this order, public assistance shall be construed to mean cash assistance or medical assistance."

2. That the Office of Child Support Enforcement will provide to the Office of Financial Management information on all public assistance (cash and Medicaid only) related absent parents listing the absent parent's name, address, and social security number, the policy name(s) and number(s), the names and Medicaid numbers of each spouse/child covered, and the child support field unit handling the case. The Office of Child Support Enforcement will inform the Office of Financial Management of any modification or change in court orders affecting the possibility of Medicaid recovery from third parties.

TN No. \_\_\_\_\_ DATE/RECEIPT 6/30/87  
SUPERSEDES DATE/APPROVED 7/14/87  
TN No. \_\_\_\_\_ DATE/EFFECTIVE \_\_\_\_\_

Amendment 87-19  
Effective 4/1/87  
Supersedes 86-16

3. That the Office of Financial Management will refer to the Office of Child Support Enforcement any absent parents whose court-ordered insurance has lapsed. The Office of Child Support Enforcement will proceed with enforcement of such orders upon receipt of notice from the Office of Financial Management that court-ordered insurance has lapsed when it is reasonably available.

4. That the Office of Children, Youth and Families district intake staff will seek court orders for medical support at the time any adjudicated dependent child is placed in the custody of the state by court order. Furthermore, the Office of Children, Youth and Families will send copies of said orders to the Office of Child Support Enforcement and advise the Office of Child Support Enforcement of any orders which require enforcement activity.

5. That the Office of the Deputy Assistant Secretary for Medicaid will authorize payment in the amount of \$25.00 for each case involving the absent parent of a Medicaid recipient who is not receiving Title IV-A or IV-E cash assistance. Payment of the \$25.00 application fee and signing of the application entitles the Medicaid recipient to those activities conducted by the Office of Child Support Enforcement in accordance with their established policies and procedures. Specifically, the Medicaid recipient is entitled to support collection or paternity determination and the securing and enforcing of medical support obligations.

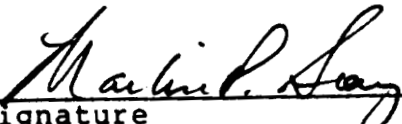
6. That the Office of Child Support Enforcement will establish and maintain case records of medical support enforcement activities in accordance with the provisions of 45 CFR 302.15.

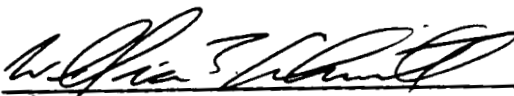
7. That the use or disclosure of information concerning applicants for, or recipients of, medical support enforcement services is subject to the limitations in 45 CFR 303.21.

8. That the Office of Child Support Enforcement will maintain an accounting system and supporting fiscal records adequate to assure that claims for payment of the application fee from the Office of the Deputy Assistant Secretary for Medicaid are in accordance with applicable federal requirements in 45 CFR Part 74.

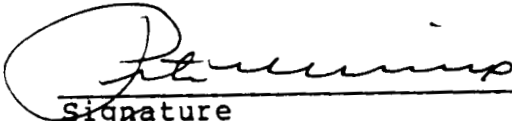
9. That the Offices of Economic Services and Deputy Assistant Secretary for Medicaid shall coordinate the above efforts and reflect compliance with Section 1912 in the Medicaid State Plan or any other relevant document.

10. That this memorandum shall remain in full force and effect until such time as amendment or revocation is approved by all offices concerned.

  
Signature Date 10/9/86  
Office of Child Support Enforcement

  
Signature Date 10/20/86  
Office of Financial Management

  
Signature Date 9/5/86  
Economic Services Program Office

  
Signature Date 9/22/86  
Children, Youth and Families Program Office

  
Signature Date 9/5/86  
Deputy Assistant Secretary for Medicaid